



**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA
SECONDARY EMPLOYMENT
AGREEMENT**



AGREEMENT

The following is an agreement between the Clay County Sheriff's Office and

(Individual or Business Name)

This agreement governs the hiring of off-duty deputy sheriffs by a private individual, organization, or company (hereinafter "secondary employer"). It is agreed that any actions taken by a deputy sheriff engaged in secondary employment will be consistent with Florida Statutes Section 30.2905 and CCSO General Orders and Standard Operating Procedures. Staffing levels will be determined by the CCSO Secondary Employment Specialist to ensure the safety of the public, and the deputy(s) assigned.

WORKER'S COMPENSATION

The secondary employer is NOT required to provide worker's compensation coverage for a deputy sheriff engaging in secondary employment as such coverage is provided by Clay County Board of County Commissioners.

INDEMNIFICATION

It is understood and agreed that liability coverage is the responsibility of the secondary employer up to the point that a deputy sheriff engages in enforcement of a county ordinance or state law. The secondary employer agrees to protect, defend, indemnify, and hold harmless the Clay County Sheriff's Office from any and all third party claims, liability, losses, or cause of action which may arise from any actions or omissions of the deputy sheriff while acting solely in their capacity as an employee of the secondary employer.

BILLING AND PAYMENT

The secondary employer will pay each deputy sheriff providing services directly at the minimum rate of \$38.00 per hour. The rate for holidays observed by the Sheriff's Office will be a minimum of \$53.00 per hour and \$57.00 per hour for the supervisor. This does not preclude the secondary employer from paying a higher rate to attract deputies to provide the desired service. Holidays observed by the Sheriff's Office in 2022 are as follows:

<u>Holiday</u>	<u>Date Observed by Sheriff's Office</u>
New Year's Day	Saturday, January 1
Martin Luther King, Jr., Day	Monday, January 17
President's Day	Monday, February 21
Memorial Day	Monday, May 30
Independence Day	Monday, July 4



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Labor Day	Monday, September 5
Veteran's Day	Friday, November 11
Thanksgiving Day & Day after	Thursday, November 24 & Friday, November 25
Christmas Eve & Christmas Day	Saturday, December 24 & Sunday December 25

The minimum number of hours for which services can be contracted for is three (3) hours. If not paid at the time of the detail, deputies shall be paid within 15 days from the date services were provided. If deputies are not paid within this timeframe, a late fee of \$25.00 per deputy, will be accrued monthly until payment is made in full.

When secondary employment assignment requires more than five (5) deputies, the 6th deputy will be a supervisor at the rank of sergeant or above. Assignments requiring more than 15 deputies will require an additional supervisor be assigned. The secondary employer will pay for the services of the supervisor at the rate of \$42.00 per hour. In the event that a supervisor is not available, an acting supervisory deputy may be designated by the Secondary Employment Specialist.

When Clay County Sheriff's Office deputies are assigned to work secondary employment alongside other law enforcement personnel, the Clay County Sheriff's Office deputy's rate of pay will be commensurate with the highest rate of pay of other law enforcement employees of the same rank. Example: If Florida Highway Patrol is working at \$65.00 per hour and Clay County Sheriff's Office deputies are working at \$38.00 per hour, The Clay County Sheriff's Office deputies will be paid at the higher rate of Florida Highway Patrol at \$65.00 per hour. Larger scale events may require an Incident Commander at the rank of Lieutenant or higher. The need for an Incident Commander will be determined by the Chief of Narcotics and Special Operations or higher authority. Incident Commanders will be paid at a rate equal to their regular rate of pay at time and a half.

The secondary employer will pay Clay County Sheriff's Office an administrative fee of \$5.00 per hour, per deputy. Secondary Employment jobs that require additional equipment, specialized vehicles, or resources (i.e. Marine Unit, Traffic Section etc.) an additional fee per hour may be charged to the employer to cover the additional cost(s). A secondary employer will also be required to pay a scheduling fee either per event, or per month depending on the particular assignment. This fee will be paid to the Clay County Sheriff's Office Finance Division, or directly to the scheduling employee, and is based on the total number of man hours scheduled per month as outlined below.

Hours Scheduled	Scheduling Fee
Up to 15	\$25.00
16 to 25	\$75.00
26 to 50	\$100.00
51 to 75	\$125.00
76 to 150	\$250.00
151 to 699	\$375.00
700 +	\$500.00

Non-permanent jobs (take less than three (3) days to complete, not on a continuing schedule and not scheduled more than three times a year) will be \$25.00 per event.



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The Clay County Sheriff's Office reserves the right to request fees be paid in advance, put the secondary employer on a cash only basis, or discontinue service until the account is up-to-date. Secondary Employment rates, fees, and exceptions based on the nature of the work assigned, duration of the assignment, or other factors can only be authorized by the Sheriff or her designee.

The Clay County Sheriff's Office Fiscal Section will invoice the secondary employer directly for the scheduling and administrative fees. The secondary employer will have 15 days from invoice date to remit payment. The checks should be made payable to the Clay County Sheriff's Office and directed to the Fiscal Section.

A fee will be charged for all returned checks per Florida Statute 832.08:

1. \$25.00, if the face value does not exceed \$50.00
2. \$30.00, if the face value is more than \$50.00 not to exceed \$300.00.
3. \$40.00, if the face value is more than \$300.00.

CANCELLATION OF SERVICES

The secondary employer agrees that 24 business hours' (0800-1700) notice is required to cancel requested services. Services cancelled less than 24 business hours in advance will require a payment for three (3) hour's salary plus administrative costs. Notice may be provided by contacting the assigned scheduler for this detail.

DUTIES TO BE PERFORMED

Deputies hired to work secondary employment are bound to the policies and procedures of the Clay County Sheriff's Office, and are obligated to enforce state statutes and ordinances of Clay County.

TERMS OF AGREEMENT

Secondary Employment is a service provided by the Clay County Sheriff's Office, and is intended to augment existing sheriff's office manpower, by providing requesting members of the public with additional resources. As such, secondary employment is not considered a primary function of the sheriff's office, and thus it cannot guarantee the fulfillment of all secondary employment requests, nor will it be obligated to provide a deputy if one is not available to work. In addition, the sheriff's office reserves the right to refuse or discontinue off-duty services for any secondary employment assignment that is deemed to be in conflict with the best interests of the Clay County Sheriff's Office.

This agreement shall be in effect from January 1, 2022 through December 31, 2022.

Signature of Secondary Employment Owner / Authorized Agent Date and Time

Signature Sheriff or Sheriff's Designee Date and Time